

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547090

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Onyx Motorbikes Inc.		10/22/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ONYX MOTORBIKES GLOBAL HOLDING, LLC		
<b>Street Address:</b>	1446 RHODE ISLAND ST		
<b>Internal Address:</b>	UNIT A		
<b>City:</b>	SAN FRANCISCO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94107		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88499828	ONYX	
<b>Serial Number:</b>	88499821	ONYX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	vivek@blgrademarks.com		
<b>Correspondent Name:</b>	Vivek Vaidya		
<b>Address Line 1:</b>	555 California St.		
<b>Address Line 2:</b>	#4925		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>NAME OF SUBMITTER:</b>	Vivek Vaidya		
<b>SIGNATURE:</b>	/Vivek Vaidya/		
<b>DATE SIGNED:</b>	10/29/2019		
<b>Total Attachments: 5</b>			
source=ONYX_and_Design_of_ONYX_-_Assignment_Agreement_Signed_Final#page1.tif			
source=ONYX_and_Design_of_ONYX_-_Assignment_Agreement_Signed_Final#page2.tif			
source=ONYX_and_Design_of_ONYX_-_Assignment_Agreement_Signed_Final#page3.tif			
source=ONYX_and_Design_of_ONYX_-_Assignment_Agreement_Signed_Final#page4.tif			

OP \$65.00 88499828



**ONYX AND DESIGN OF ONYX  
TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT**

This trademark transfer and assignment agreement (“Agreement”), dated October 22, 2019, is made and entered into by and among Onyx Motorbikes Inc. (“Assignor”), and Onyx Motorbikes Global Holding, LLC (“Assignee”).

**RECITAL**

WHEREAS, Assignor owns Applications (as such term is defined herein) for trademarks with the United States Patent and Trademark Office;

WHEREAS, Assignor desires to transfer and assign to Assignee and Assignee wishes to obtain Assignor’s entire right, title, interest and goodwill in and to the Applications.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

**1. Assignor Application.** Assignor hereby irrevocably assigns all of its right, title, interest and goodwill in and to the Applications identified and set forth on Schedule A to Assignee. Assignor acknowledges that, following such assignment, the Assignee shall be the owner of all right, title, interest and goodwill in and to the Applications. Assignee will record the assignment as it deems necessary and at its sole expense. Assignor will take all additional steps and execute additional documents as reasonably requested by Assignee to perfect this assignment and/or register this assignment with the proper state and local regulatory agencies and authorities.

**1.1** Assignor acknowledges itself as the Applicant of the Applications set forth on Schedule A and that the Applications are free and clear of any security interests or other lien or encumbrance of any kind.

**1.2** Assignor represents, warrants and covenants that the transfer by Assignor to the Assignee as contemplated hereby shall transfer to Assignee good and marketable title to the Applications.

**1.3** Assignor acknowledges that the assignment of the Applications to Assignor shall not result in the breach of any agreement to which the Assignor is a party, nor will such assignment result in the breach of any federal or state law and that no consent is required in connection with the transfer contemplated by this Agreement. Assignor shall not at any time do, or knowingly permit to be done, any act or thing that would impair the rights of the Assignee in and to the Application, or adversely affect the validity of the Application.

**2. Consideration.** Onyx Motorbikes Inc. agrees to lose its entire right, title, interest and goodwill in and to the Applications, and Onyx Motorbikes Global Holding, LLC, Inc. agrees to gain the entire right, title, interest and goodwill in and to the Applications upon the execution of this Agreement.

**3. Notices.** All notices, consents or other communications related to this Agreement or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the following mailing addresses:

Assignor:

Onyx Motorbikes Inc.  
1446A Rhode Island Street  
San Francisco, California 94107

Assignee:

Onyx Motorbikes Global Holding, LLC  
1446A Rhode Island Street  
San Francisco, California 94107

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of sending.

**4. Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any of the conflicts of law principles that would result in the Application of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.

**5. Modification of Agreement and Waiver.** This Agreement may not be amended except by a writing executed by the parties hereto.

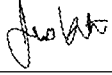
**6. Entire Agreement.** This Agreement represents the entire agreement of the parties relating to the matters described in this Agreement, and no prior representations or agreements, whether written or oral, shall be binding on any party unless incorporated into this Agreement or agreed to by the party in a writing signed by the party on or after the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**TRADEMARK**

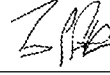
**AGREED TO AND ACCEPTED:**

Onyx Motorbikes Inc



By: James Khatiblou

Onyx Motorbikes Global Holding, LLC



By: Troy Smith

**TRADEMARK**

**SCHEDULE A**

U.S. Serial Number: 88499828

Word Mark: ONYX

Goods and Services: IC 012. US 019 021 023 031 035 044. G & S: Electric bicycles; Electric motorcycles; Electrically-powered motor scooters.

Filing Date: July 3, 2019

Mark Drawing Code: (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Owner: Onyx Motorbikes Inc. DBA Onyx Motorbikes CORPORATION DELAWARE 1446A Rhode Island Street San Francisco CALIFORNIA 94107

Type of Mark: Trademark

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U.S. Serial Number: 88499821

Word Mark: ONYX

Goods and Services: IC 012. US 019 021 023 031 035 044. G & S: Electric bicycles; Electric motorcycles; Electrically-powered motor scooters.

Filing Date: July 3, 2019

Mark Drawing Code: (4) STANDARD CHARACTER MARK

Owner: Onyx Motorbikes Inc. DBA Onyx Motorbikes CORPORATION DELAWARE 1446A Rhode Island Street San Francisco CALIFORNIA 94107

Type of Mark: Trademark

**TRADEMARK**

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<b>TITLE</b>	ONYX and Design of ONYX - Assignment Agreement to Sign
<b>FILE NAME</b>	ONYX_ Assignment Agreement.pdf
<b>DOCUMENT ID</b>	9e8cbe273d6adbcab91414304770f987d5e60c64
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	✳ Completed

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## Document History



**10 / 22 / 2019**  
17:39:08 UTC

Sent for signature to Troy Smith (troy@onyxmotorbikes.com) and James Khatiblou (james@onyxmotorbikes.com) from vivek@blgtrademarks.com  
IP: 73.202.86.180



**10 / 22 / 2019**  
17:48:24 UTC

Viewed by James Khatiblou (james@onyxmotorbikes.com)  
IP: 148.64.108.200



**10 / 23 / 2019**  
06:05:09 UTC

Viewed by Troy Smith (troy@onyxmotorbikes.com)  
IP: 64.60.214.254



**10 / 23 / 2019**  
06:05:34 UTC

Signed by Troy Smith (troy@onyxmotorbikes.com)  
IP: 64.60.214.254



**10 / 28 / 2019**  
19:04:14 UTC

Signed by James Khatiblou (james@onyxmotorbikes.com)  
IP: 148.64.108.200



**10 / 28 / 2019**  
19:04:14 UTC

The document has been completed.